



# INDIANA DEPARTMENT OF TRANSPORTATION

*Driving Indiana's Economic Growth*

Real Estate Division  
100 North Senate Avenue, Rm. N642  
Indianapolis, Indiana 46204

Mitchell E. Daniels, Jr., Governor  
Michael B. Cline, Commissioner

## **RIGHT-OF-WAY INCENTIVE PROGRAM**

Effective as of January 1, 2011

**WHEREAS**, the Indiana Department of Transportation (hereafter, INDOT) has determined that it is in the best interests of the State of Indiana to expedite the acquisition of right-of-way and subsequent relocation of persons and (personal) property by and through the use of a Right-of-Way Incentive Program, and

**WHEREAS**, Indiana law does not prohibit the use of a Right-of-Way Incentive Program, and

**WHEREAS**, the United States Department of Transportation by and through the Federal Highway Administration (FHWA) has endorsed the use of Right-of-Way Incentive Programs as an accepted practice, and has reviewed and approved of INDOT's Right-of-Way Incentive Program for use in acquiring right-of-way and/or relocating persons and (personal) property to facilitate the construction of select INDOT Projects, and

**COMES NOW**, INDOT by and through this Right-of-Way Incentive Program, effective January 1, 2011, the plan and program details of which are as follows:

### **PROGRAM GUIDELINES:**

#### **Purpose.**

To support, facilitate, and expedite INDOT's overall mission to "plan, build, maintain, and operate a superior transportation system, enhancing safety, mobility and economic growth", by and through the cost-effective acquisition of right-of-way and subsequent relocation of persons and/or (personal) property.

#### **Guidelines.**

1. The Right-of-Way Incentive Program shall be consistently applied to all property owners on all INDOT projects throughout the State, following a determination by INDOT as to the propriety of use for incentives on each project. Thus, INDOT shall assess the cost/benefit of using incentives on a project-by-project basis.
2. Upon determination of the incentive program's propriety for a specific project, INDOT will prepare an incentive plan for said project. The records and details of the project-specific incentive plan shall be maintained in INDOT's central office, and available for review by FHWA upon request.
3. The project-specific incentive plan will analyze the following items to estimate the cost- effectiveness of the incentive payments by way of a reduced right-of-way acquisition time- frame, and other benefits to the traveling public over standard right-of-way acquisition/development processes. (See Exhibit A, Cost Effectiveness Estimate).
  - Market trends to identify the annual rate of increase in property values;
  - Identify adequate available comparable replacement housing supply;

- The rate of inflation of construction costs (based on a 5 year average of PPI);
  - The safety benefits to the traveling public resulting from the project's early completion;
  - An otherwise eligible project may be eliminated from the program if circumstances warrant, as documented in a Cost Effectiveness Estimate.
4. INDOT may consider requests from property owners for advanced acquisition of property for at-risk, protective buy, and/or hardship acquisitions on a selected project regardless if incentive payments will be used for that project. However, under no circumstances will advanced acquisitions be eligible for incentive payments since the property owner's request for advanced acquisition reduced the time needed to acquire the right-of-way, and said acquisition was not initiated by INDOT. The advanced acquisition will accomplish the program goal of an expedited time-frame. Thus, the expenditure of public funds for incentives on advanced acquisitions is not justified nor in the best interest of the State.
  5. Upon completion of right-of-way acquisitions, INDOT will tabulate the cost of the incentives paid and compare them to the estimated costs associated with standard right-of-way acquisition/development processes. The final cost comparison will be maintained in the Right-of-Way Incentive Program File, to be reviewed by FHWA annually or upon request. (See Exhibit B, Final Cost Analysis).

#### **Project Eligibility Criteria.**

The minimum project eligibility criteria shall include, but not be limited to the following:

- The estimated project construction cost shall be equal to or greater than \$25,000,000, OR
- The project is considered critical to public safety, OR
- The project involves emergency repairs to an INDOT facility, property, or other infrastructure. (Emergency repairs being defined as an emergency declaration by the Governor's office.), OR
- Other project related criteria, evidence, or circumstances deemed integral to the state's interest.

Upon review of the criteria, INDOT will determine whether the use of incentive payments will expedite the project delivery schedule, resulting in significant cost savings and/or improved public safety. The plan will be reviewed for effectiveness each year for the first two years following authorization and as warranted thereafter.

Individual projects that are subparts of a larger project, such as bridges within a major road project, will be included in the program and the cost review despite having separate project numbers assigned.

#### **Acquisition Incentive Plan.**

##### *30-day Acceptance Period:*

The Acquisition Incentive is designed and intended to provide motivation to the property owner to sign and accept the offer to purchase, and all conveyance documents, within 30 calendar days of receiving the offer. The property owner must sign the Acquisition Incentive Agreement (See Exhibit C Attached) within the 30-day acceptance period for the offer to purchase to be eligible for the incentive payment. Upon expiration of the 30-day acceptance period, the acquisition incentive shall be withdrawn and no longer payable to the property owner. Properties with multiple owners whom may receive offers to purchase on different dates shall be afforded the benefit of having the 30-day period begin as of the last date that all owners receive the offer to purchase. The 30-day Acceptance Period shall commence the same day of receipt by the property owner of the offer to purchase, and conclude at 11:59PM on the 30<sup>th</sup> calendar day thereafter. If the 30-day acceptance period expires on a weekend (Saturday-Sunday) or legally recognized holiday, the next business day (Monday-Friday), shall be considered the 30<sup>th</sup> and final day of the acceptance period.

*Extension of 30-day Acceptance Period – Extraordinary Circumstances:*

Only in cases involving extraordinary circumstances, may INDOT's Director of Real Estate, in his/her sole and absolute discretion, grant a maximum of one, 15-day extension to the 30-day acceptance period. A property owner's failure to sign and accept or respond to the offer to purchase, within the 30-day acceptance period, shall not be considered extraordinary circumstances without regard for other factors beyond the control of the property owner (i.e, death, injury, illness, military duty, etc.).

*Modification of 30-day Acceptance Period – Errors or Delays by INDOT:*

A property owner may be entitled to a re-start or other modification of the 30-day acceptance period where: (1) documents, provided by INDOT, contain errors or omissions of material facts, or (2) delays by INDOT in responding to a property owner during the 30-day acceptance period. Such a decision to re-start or otherwise modify the 30-day acceptance period shall be at the sole and absolute discretion of INDOT's Director of Real Estate.

*Administrative Settlement:*

The incentive payment is separate from the offer to purchase and the administrative settlement, and does not preclude the use of an administrative settlement. However, if an administrative settlement is used, it too must be signed and accepted by the property owner within the 30-day acceptance period, unless the 30-day acceptance period expires while INDOT is reviewing the merits of an owner's counter-offer/administrative settlement proposal. In such an instance, the property owner will be afforded the same number of additional days to review and respond to any administrative settlement proposal by INDOT, as were used by INDOT in reviewing and preparing the administrative settlement, and still remain eligible for the acquisition incentive payment. Failure to accept the terms of the administrative settlement upon expiration of the additional days granted will result in the acquisition incentive being withdrawn and no longer payable to the property owner.

*Right of Entry Agreement:*

The property owner must sign a Right of Entry Agreement in cases involving bare land that are encumbered by a mortgage or other lien. The purpose of the incentive payment is to reduce the time needed in which to acquire/possess the property. Thus, the incentive payment has no value to INDOT if acquisition/possession is delayed awaiting a mortgage/lien release for the property to be vacated.

*Relocation Incentive Agreement:*

If applicable, the property owner must sign and accept the Relocation Incentive Agreement and comply with the terms thereof in order to receive the acquisition incentive payment. Receipt of an acquisition incentive payment does not affect a property owner's entitlement to relocation benefits. Incentive payments related to the acquisition of tenant-owned improvements or cost to cure items of tenant-owned improvements will be shared in proportion to the amount of the offer to purchase between the property owner and the tenant.

*Presentation and Receipt of Documents:*

INDOT will present the Acquisition Incentive Agreement to the property owner (see Attachment C, INDOT Acquisition Incentive Agreement) simultaneous with the offer to purchase. All conveyance documents, payment vouchers, and other necessary forms must be signed within the 30-day acceptance period. If these documents are returned to INDOT by U.S. mail or other postal delivery service, the envelope must be post marked within the same 30-day period.

*Content of Acquisition Incentive Agreement:*

The Acceptance section of the Acquisition Incentive Agreement shall include an "assurance of no coercive action" clause, above the signature block, which states that the owner recognizes his right to review the offer for 30 days and waives this right, that the offer was accepted of the owner's free will and that no coercive actions

were taken by INDOT or its representatives. Any revision or amendments to the appraisal and/or statement of just compensation amounts shall be reflected in the calculation of the acquisition incentive payment.

*Acquisition Incentive Payment Amounts:*

The Acquisition Incentive Payment for fee acquisitions shall be an amount equal to ten percent (10%) of the offer to purchase. The minimum payment shall be \$500.00, and the maximum payment shall be \$50,000.00.

The Acquisition Incentive Payment for temporary acquisitions (i.e, easements) shall be an amount equal to ten percent (10%) of the offer to purchase said interest. The minimum payment shall be \$500.00, and the maximum payment shall be \$5,000.00.

The use of an administrative settlement will have no influence in the calculation of the amount of the acquisition incentive payment.

*Timing of Payment to Property Owners:*

The Acquisition Incentive Payment will be made after all terms of the Acquisition Incentive Agreement are satisfied, including compliance with the Relocation Incentive Agreement, if applicable, **AND** in no case sooner than receipt of payment for the offer to purchase, but not later than sixty (60) days thereafter.

**Relocation Incentive Plan.**

*30-day Acceptance Period/90-day Notice To Vacate:*

The Relocation Incentive is designed and intended to provide motivation to the property owner to sign and accept the offer to purchase, and all conveyance documents within 30 calendar days of receiving the offer, AND vacate and remove personal property items from the property prior to expiration of the 90-day Notice to Vacate. The property owner must sign the Relocation Incentive Agreement (See Exhibit D Attached) within the 30-day acceptance period to be eligible for the maximum incentive payment.

The Relocation Incentive consists of the following: (1) Displacee and personal property, or (2) Personal Property only. Upon expiration of the 30-day acceptance period, the relocation incentive shall be reduced in accordance with the following schedules, and no longer payable to the property owner after 80 days.

***Displacee Payment Schedule:***

Term:	Factor:	Minimum Payment
≤ 30 days	100%	\$5,000.00
31-60 days	60%	\$2,000.00
61-80 days	20%	\$1,000.00
≥81 days	0%	\$0.00 (zero)

***Personal Property Payment Schedule:***

Term:	Factor:	Minimum Payment
≤ 30 days	100%	\$1,000.00
31-60 days	60%	\$600.00
61-80 days	20%	\$200.00
≥81 days	0%	\$0.00 (zero)

Properties with multiple owners whom may receive offers to purchase on different dates shall be afforded the benefit of having the 30-day period begin as of the last date that all owners receive the offer to purchase. The 30-day Acceptance Period shall commence the same day of receipt by the property owner of the offer to purchase, and conclude at 11:59PM on the 30<sup>th</sup> calendar day thereafter. Each subsequent day thereafter shall be counted as calendar days. However, if the 30<sup>th</sup>, 60<sup>th</sup>, or 80<sup>th</sup> day occurs on a weekend (Saturday-Sunday) or legally recognized holiday, the next business day (Monday-Friday), shall be considered the 30<sup>th</sup>, 60<sup>th</sup>, or 80<sup>th</sup> and final day upon which any relocation incentive can and will be paid to a property owner. The 30<sup>th</sup>, 60<sup>th</sup>, or 80<sup>th</sup> day shall conclude at 11:59PM on that day.

*Extension of 30-day Acceptance Period – Extraordinary Circumstances:*

Only in cases involving extraordinary circumstances, may INDOT's Director of Real Estate, in his/her sole and absolute discretion, grant a maximum of one, 15-day extension to the 30-day acceptance period. A property owner's failure to sign and accept or respond to the offer to purchase, within the 30-day acceptance period, shall not be considered extraordinary circumstances without regard for other factors beyond the control of the property owner (i.e, death, injury, illness, military duty, etc.).

*Modification of 30-day Acceptance Period – Errors or Delays by INDOT:*

A property owner may be entitled to a re-start or other modification of the 30-day acceptance period where: (1) documents, provided by INDOT, contain errors or omissions of material facts, or (2) delays by INDOT in responding to a property owner during the 30-day acceptance period. Such a decision to re-start or otherwise modify the 30-day acceptance period shall be at the sole and absolute discretion of INDOT's Director of Real Estate.

*Administrative Settlement:*

The incentive payment is separate from the offer to purchase and the administrative settlement, and does not preclude the use of an administrative settlement. However, if an administrative settlement is used, it too must be signed and accepted by the property owner within the 30-day acceptance period, unless the 30-day acceptance period expires while INDOT is reviewing the merits of the owner's counter-offer/administrative settlement proposal. In such an instance, the property owner will be afforded the same number of additional days to review and respond to any administrative settlement proposal by INDOT, as were used by INDOT in reviewing and preparing the administrative settlement, and still remain eligible for the relocation incentive payment. Failure to accept the terms of the administrative settlement upon expiration of the additional days granted will result in the relocation incentive being withdrawn and no longer payable to the property owner.

*Property Inspection/Comparable Replacement Properties:*

The relocation agent will accompany the appraiser to inspect the property in order to inventory the personal property items to be moved and obtain a moving cost estimate. The relocation agent will identify the comparable replacement properties during the appraisal stage and have the replacement housing benefit information available at the time the offer to purchase is presented. The Relocation Incentive Agreement will be presented simultaneous with the offer to purchase.

*Acquisition Incentive Agreement:*

The property owner must sign and accept the Acquisition Incentive Agreement and comply with the terms thereof in order to receive the relocation incentive payment. Receipt of a relocation incentive payment does not affect a property owner's entitlement to relocation benefits. Incentive payments related to the acquisition of tenant-owned improvements or cost to cure items of tenant-owned improvements will be shared in proportion to the amount of the offer to purchase between the property owner and the tenant.

*Presentation and Receipt of Documents:*

INDOT will present the Relocation Incentive Agreement to the property owner (see Attachment C, INDOT Relocation Incentive Agreement) simultaneous with the offer to purchase. All conveyance documents, payment vouchers, and other necessary forms must be signed within the 30-day acceptance period. If these documents are returned to INDOT by U.S. mail or other postal delivery service, the envelope must be post marked within the same 30-day period.

*Content of Acquisition Incentive Agreement:*

The Acceptance section of the Relocation Incentive Agreement shall include an "assurance of no coercive action" clause, above the signature block, which states that the owner recognizes his right to review the offer for 30 days

and waives this right, that the offer was accepted of the owner's free will and that no coercive actions were taken by INDOT or its representatives. Any revision or amendments to the appraisal and/or statement of just compensation amounts shall be reflected in the calculation of the acquisition incentive payment.

### **Relocation Incentive Payments.**

#### *Residential Displacees:*

The Relocation Incentive Payment for Displacees shall be an amount equal to ten percent (10%) of the approved actual moving cost estimate or scheduled moving cost or any combination of both. The minimum payment shall be \$5,000.00, and the maximum payment shall be \$50,000.00, applicable to moves  $\leq 30$  days; \$2,000.00 min. payment for moves of 31-60 days; \$1,000.00 min. payment for moves of 61-80 days; and zero minimum payment for moves of  $\geq 81$  days.

#### *Personal Property:*

The Relocation Incentive Payment for Personal Property only shall be an amount equal to ten percent (10%) of the approved actual moving cost estimate or scheduled moving cost or any combination of both. The minimum payment shall be \$1,000.00, and the maximum payment shall be \$50,000.00, applicable to moves  $\leq 30$  days; \$600.00 min. payment for moves of 31-60 days; \$200.00 min. payment for moves of 61-80 days; and zero minimum payment for moves of  $\geq 81$  days.

#### *Non-Residential Property:*

Property owners and/or tenants of a Non-Residential Property (i.e., commercial, apartment, church, etc.) are eligible for one (1) Relocation Incentive Payment representing a sum equal to ten (10%) percent of the approved actual moving cost estimate or self move estimate or combination of both. The minimum payment shall be \$5,000.00 and the maximum payment shall be \$50,000.00, applicable to moves  $\leq 30$  days; \$2,000.00 min. payment for moves of 31-60 days; \$1,000.00 min. payment for moves of 61-80 days; and zero min. payment for moves of  $\geq 81$  days.

A landlord, without personal property, is not considered a displacee, and the incentive payment is calculated only on the cost of the personal property move estimate of the tenant. The incentive payment for a business/commercial property is based on the personal property moving cost estimate without consideration of accessory moving costs such as reprinting of stationary and business cards, phone reconnections, etc.

The use of an administrative settlement will have no influence in the calculation of the amounts of the relocation incentive payments.

#### *Timing of Payment to Property Owners:*

The Relocation Incentive Payment will be made after all terms of the Relocation Incentive Agreement are satisfied, including compliance with the Acquisition Incentive Agreement, if applicable, **AND** in no case sooner than receipt of payment for the offer to purchase, but not later than sixty (60) days thereafter.

## EXHIBIT A

### COST EFFECTIVENESS ESTIMATE

Project Des. No. \_\_\_\_\_  
 Road: \_\_\_\_\_  
 County: \_\_\_\_\_

Letting Date: \_\_\_\_\_  
 Est. Construction Cost: \_\_\_\_\_  
 Est. R/W Cost: \_\_\_\_\_

1. Safety Benefits to the traveling public from early project completion. (Review the Preliminary Engineering Document, Purpose & Need Statement in the EIS and interview INDOT project manager and district traffic engineer to determine what safety benefits are recognized by the traveling public from early project completion. Enter the narrative summary of comments below.)

2. The current annual rate of inflation of construction cost is \*.

\* To be obtained from the 5 year average of the PPI, as determined by INDOT Division of Accounting. Calculation assumes a one year time savings in letting date if condemnations are avoided.

**Est. construction cost is \$ \_\_\_\_\_.**

**Est. increase in construction cost if project is delayed one year by r/w acquisitions.**

(\$ \_\_\_\_\_ + \_\_\_\_ % = \$ \_\_\_\_\_.)

3. Available Housing Supply

Review the Relocation Survey and Plan for this project. Identify the housing to be acquired by this project. Research the subject market and identify the number of properties listed for sale that meet the definition of comparable for each residence to be acquired. Attach the listing data to the back of this report.

Parcel # Number of comps available

Parcel # Number of comps available

4. Market Trends/Rate of Inflation

Review the Engineer's Report and determine what types of properties will be acquired. Complete grid below for the appropriate types of properties on the project and attach the sales information to the back of this report. Resources may include MLS, County Agricultural Extension Agent, Purdue Research Foundation. Property type	prior year sale price/unit value	current year sale price/unit value	% increase
Residential			
Residential Bareland			
Commercial			
Commercial Bareland			
Industrial			
Industrial Bareland			
Agricultural			

**EXHIBIT B**  
**FINAL COST ANALYSIS**

1. Acquisition Incentives Paid	\$
2. Relocation Incentives Paid	\$
3. Total Incentives Paid (add lines 1 and 2)	\$
4. Construction Cost Inflation Estimate	\$
5. Net Savings/Cost (subtract line 3 from line 4)	\$



**EXHIBIT C**  
**ACQUISITION INCENTIVE AGREEMENT**

Property Owner(s): \_\_\_\_\_ Project: \_\_\_\_\_  
Mailing/Street Address: \_\_\_\_\_ Parcel: \_\_\_\_\_  
City: \_\_\_\_\_ Code: \_\_\_\_\_  
State, Zip: \_\_\_\_\_ Date: \_\_\_\_\_

**WHEREAS**, the Indiana Department of Transportation (INDOT) is acquiring real property interests to facilitate the construction of INDOT Project No. \_\_\_\_\_, and

**WHEREAS**, as an owner of real property located within and/or adjacent to the planned project alignment, you have received an offer from INDOT, dated \_\_\_\_\_, to purchase a portion, or the entirety of your property, as identified in the offer, in the amount of \$ \_\_\_\_\_, and

**WHEREAS**, INDOT has determined that it is in the best interests of the State to expedite the acquisition of said real property by using an incentive payment program, and

**WHEREAS**, Indiana law does not prohibit the use of incentive payment programs, and

**WHEREAS**, the United States Department of Transportation by and through the Federal Highway Administration (FHWA) has endorsed the use of incentive payment programs as an accepted practice, and has reviewed and approved of INDOT's incentive payment program for use in acquiring real property interests to facilitate the construction of INDOT Project No. \_\_\_\_\_, and

**NOW COMES INDOT**, offering to you an Acquisition Incentive Payment of \$ \_\_\_\_\_, representing a sum equal to ten (10%) percent of the offer to purchase your property. The minimum payment shall be \$500.00, and the maximum payment shall be \$50,000.00. In order to qualify and receive the Acquisition Incentive Payment, you **MUST** comply with **ALL** of the following terms on or before \_\_\_\_\_, said date being 30 days from the date of the offer to purchase:

1. Sign and accept the offer to purchase your property. All documents necessary to convey your ownership interest in the property must be signed and returned to INDOT on or before this date. If documents are returned to INDOT via U.S. Mail or other package delivery service, the post mark must be dated on or before \_\_\_\_\_.
2. Sign and accept this Acquisition Incentive Agreement.
3. Remove all cost-to-cure items from the property.
4. Sign a Right of Entry Agreement, conveying to INDOT the right to enter upon your property in advance of receiving full payment for the sale of your property. A Right of Entry Agreement applies to properties consisting of bare land only.
5. Comply with the Relocation Incentive Agreement, if applicable, for properties involving displacement of residents, tenants, and/or personal property.

The Acquisition Incentive Payment will be made after all terms of this Agreement are satisfied, including compliance with the Relocation Incentive Agreement, if applicable, **AND** in no case sooner than receipt of payment for the offer to purchase, but not later than sixty (60) days thereafter.

**Failure to comply with the terms of this Agreement shall result in forfeiture of all rights and claims of the property owner to receive both the Acquisition Incentive Payment AND the Relocation Incentive Payment(s), if applicable.**

By signing below, I/We (property owner(s)) accept the above-described Acquisition Incentive Agreement; acknowledge and state full and complete understanding and acceptance of all terms and conditions contained herein; and notwithstanding our rights under federal and state law, including the right to review the offer for 30 days, do hereby waive these rights, and agree to the terms and conditions as set forth herein.

***You should not sign this agreement if you do not possess the ability to convey and/or vacate the property within the specified time-frame. The Acquisition Incentive Program is most suitable to property owners whose circumstances enable them to convey and/or vacate the property quickly. If you have any doubts about your ability to move/vacate within the specified time-frame, please consult with an INDOT representative without delay.***

Having fully read, and with complete understanding of my obligations to this Acquisition Incentive Agreement, I/We accept the terms herein of our own free will and with no coercive action taken by or on behalf of the Indiana Department of Transportation or its representatives.

**ACCEPTANCE:**

\_\_\_\_\_  
Owner Date

\_\_\_\_\_  
Owner Date

\_\_\_\_\_  
Owner Date

\_\_\_\_\_  
Owner Date

***Received and Accepted by:***

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Indiana Department of Transportation  
Real Estate Division

**EXHIBIT D**  
**RELOCATION INCENTIVE AGREEMENT**

Owner/Tenant/Displacee(s): \_\_\_\_\_ Project: \_\_\_\_\_  
Mailing/Street Address: \_\_\_\_\_ Parcel: \_\_\_\_\_  
City: \_\_\_\_\_ Code: \_\_\_\_\_  
State, Zip: \_\_\_\_\_ Date: \_\_\_\_\_

**WHEREAS**, the Indiana Department of Transportation (INDOT) is acquiring real property interests to facilitate the construction of INDOT Project No. \_\_\_\_\_, and

**WHEREAS**, as an owner of real property located within and/or adjacent to the planned project alignment, you have received an offer from INDOT, dated \_\_\_\_\_, to purchase a portion, or the entirety of your property, as identified in the offer, in the amount of \$ \_\_\_\_\_, and

**WHEREAS**, INDOT has determined that it is in the best interests of the State to expedite the relocation of persons and (personal) property by using an incentive payment program, and

**WHEREAS**, Indiana law does not prohibit the use of incentive payment programs, and

**WHEREAS**, the United States Department of Transportation by and through the Federal Highway Administration (FHWA) has endorsed the use of incentive payment programs as an accepted practice, and has reviewed and approved of INDOT's incentive payment program for use in relocating persons and (personal) property to facilitate the construction of INDOT Project No. \_\_\_\_\_, and, and

**NOW COMES INDOT**, offering to you a Relocation Incentive Payment, representing a sum equal to ten (10%) percent of the approved actual moving cost estimate or scheduled moving cost or combination of both. The minimum payment shall be \$1,000.00, and the maximum payment shall be \$50,000.00 (applicable to moves  $\leq 80$  days). In order to qualify and receive the maximum Relocation Incentive Payment, you **MUST** comply with **ALL** of the following terms and conditions on or before \_\_\_\_\_, said date being 30 days from the date of the offer to purchase:

1. Sign and accept the offer to purchase your property. All documents necessary to convey your ownership interest in the property must be signed and returned to INDOT on or before this date. If documents are returned to INDOT via U.S. Mail or other package delivery service, the post mark must be dated on or before \_\_\_\_\_.
2. Sign and accept the Acquisition Incentive Agreement within the required 30 day period (owners only).
3. Remove all cost-to-cure and/or personal property items from the acquired right of way.
4. Vacate the premises by removing yourself and all other residents (excluding tenants associated with a valid lease agreement) from the acquired right of way.
5. Comply with all terms and conditions of the Acquisition Incentive Agreement.

As a **Displacee**, if you are unable to comply with item #4 above by \_\_\_\_\_, the Relocation Incentive Payment will be reduced in accordance with the following schedule:

***Displacee Payment Schedule:***

Vacate Date:	Term:	Moving Cost:	Factor:	Total:	Factor:	Incentive Payment:	Minimum Payment
	≤ 30 days	\$	10%	\$	100%	\$	\$5,000.00
	31-60 days	\$	10%	\$	60%	\$	\$2,000.00
	61-80 days	\$	10%	\$	20%	\$	\$1,000.00
	≥81 days	\$	10%	\$	0%	\$	\$0.00 (zero)

As the owner of **Personal Property** only, if you are unable to comply with item #3 above by \_\_\_\_\_, the Relocation Incentive Payment will be reduced in accordance with the following schedule:

***Personal Property Payment Schedule:***

Vacate Date:	Term:	Moving Cost:*	Factor:	Total:	Factor:	Incentive Payment:	Minimum Payment
	≤ 30 days	\$	10%	\$	100%	\$	\$1,000.00
	31-60 days	\$	10%	\$	60%	\$	\$600.00
	61-80 days	\$	10%	\$	20%	\$	\$200.00
	≥81 days	\$	10%	\$	0%	\$	\$0.00 (zero)

\*Based on the scheduled moving cost of the room count. If you choose to hire a mover and receive actual moving costs, the cost will be the approved amount of the mover's bill.

As the owner and/or tenant of a **Non-Residential Property** (i.e., commercial, apartment, church, etc.) you are only eligible for one (1) Relocation Incentive Payment representing a sum equal to ten (10%) percent of the approved actual moving cost estimate or self move estimate or combination of both. The minimum payment shall be \$1,000.00 and the maximum payment shall be \$50,000.00 (applicable to moves ≤30 days).

The Relocation Incentive Payment will not affect the calculation of the Displacee's entitlements or Displacee's right to appeal the replacement housing entitlement. **However, in order to accept the Relocation Incentive Payment, the Displacee is also required to accept the Acquisition Incentive Agreement, if applicable.**

The Relocation Incentive Payment will be made after all terms of this Agreement are satisfied, including compliance with the Acquisition Incentive Agreement, **AND** in no case sooner than receipt of payment for the offer to purchase, but not later than sixty (60) days thereafter.

**Failure to comply with the terms of this Agreement shall result in forfeiture of all rights and claims of the property owner to receive the Acquisition Incentive Payment AND the Relocation Incentive Payment(s), if applicable.**

By signing below, I/We (Owner/Tenant/Displacee) accept the above-described Relocation Incentive Agreement; acknowledge and state full and complete understanding and acceptance of all terms and conditions contained herein; and notwithstanding our rights under federal and state law, including our 90-day Notice To Vacate, acknowledge that the construction of Interstate 69 has an important public purpose and is in the public interest to proceed as planned by INDOT; and in so doing, I/We waive these rights, and agree to the terms and conditions as set forth herein.

***You should not sign this agreement if you do not possess the ability to convey and/or vacate the property within the specified time-frame. The Relocation Incentive Program is most suitable to owners/tenants/displacees whose circumstances enable them to convey and/or vacate the property quickly. If you have any doubts about your ability to move/vacate within the specified time-frame, please consult with an INDOT representative without delay.***

Having fully read, and with complete understanding of my obligations to this Relocation Incentive Agreement, I/We accept the terms herein of our own free will and with no coercive action taken by or on behalf of the Indiana Department of Transportation or its representatives.

**ACCEPTANCE:**

\_\_\_\_\_  
Owner/Tenant/Displacee                      Date

\_\_\_\_\_  
Owner/Tenant/Displacee                      Date

\_\_\_\_\_  
Owner/Tenant/Displacee                      Date

\_\_\_\_\_  
Owner/Tenant/Displacee                      Date

***Received and Accepted by:***

\_\_\_\_\_  
(Signature)                                      Date  
(Printed Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

Indiana Department of Transportation  
Real Estate Division